

DOCUMENT # 4953
9/23/87

AFFORDABLE HOUSING AGREEMENT

BETWEEN

THE BOSTON REDEVELOPMENT AUTHORITY

AND

WEATHERBEE DEVELOPMENT CORPORATION

This agreement is entered into this _____ day of _____, 1987, by and between the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate organized under Chapter 121B of the Massachusetts General Laws, as amended (hereinafter referred to as the "Authority") and WEATHERBEE DEVELOPMENT CORP, a Massachusetts Corporation and a division of Kara Properties (hereinafter referred to as "Developer").

WITNESSETH THAT:

WHEREAS, approximately fifty percent of all households within the City of Boston fall below the low income guidelines of the federal and state governments; and

WHEREAS, affordable housing opportunities for low and moderate income families in the City of Boston are limited; and

WHEREAS, the City of Boston desires to increase housing opportunities for low and moderate income families in mixed income residential developments;

WHEREAS, Developer proposes to construct 55 residential units and approximately 55 on-grade and 30 below-grade parking spaces (hereinafter referred to as the "Newfield Woods Project") on the site known as 97, 99, 100 Newfield

Street, West Roxbury, Massachusetts and bounded by various residential land uses along Furbush Street to the east, by various residential land uses along Newfield Street to the west, by LaGrange Street to the south and by Mt. Benedict Cemetery and various residential land uses to the north.

WHEREAS, Developer recognizes the need for low and moderate income housing and of the desirability of providing low and moderately priced units in the Newfield Woods Project;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged, parties do hereto mutually agree as follows:

Section 1 - Definitions

The terms defined in this Section shall for all purposes of this Agreement have the following respective meanings:

- (a) "Agreement" shall mean this Affordable Housing Agreement.
- (b) "Authority" shall mean the Boston Redevelopment Authority, a body politic and corporate, organized under Massachusetts General Laws, Chapter 121B, with offices at One City Hall Square, Boston, Massachusetts 02201, and its successors and assigns.

- (c) "Newfield Woods Project" shall mean the development of 55 residential units, and approximately 85 on- and below-grade parking spaces on the Newfield Site.
- (d) "Newfield Woods Site" shall mean the site known as 97, 99, 100 Newfield Street, West Roxbury, Massachusetts and bounded by various residential land uses along Furbish Street to the east, by various residential land uses along Newfield Street to the west, by LaGrange Street to the south and by Mt. Benedict Cemetery and residential land uses to the north, as more fully set forth in Exhibit A to this Agreement.
- (e) "Developer" shall mean Weatherbee Development Corp., a division of Kara Properties, with its principal place of business at 55 Court Street, Boston, Massachusetts.
- (f) "Effective Date" shall mean the date as defined in Section 15 of this Agreement.
- (g) "Low-Income Household" shall mean a household that is equal to or less than fifty percent (50%) of the median income for the Boston Standard Metropolitan Statistical Area.
- (h) "Moderate-Income Household" shall mean a household that has an income that is greater than fifty percent (50%) of the median income for the Boston Standard Metropolitan Statistical Area and less than eighty percent (80%) of the median income for the Boston Standard Metropolitan Statistical Area.

- (i) "Upper Moderate-Income Household" shall mean a household that has an income that is greater than eighty percent (80%) of the median income for the Boston Standard Metropolitan Statistical Area and is equal to or less than one hundred and ten percent (110%) of the median income for the Boston Standard Metropolitan Statistical Area.
- (j) "Term of Agreement" shall mean the period of time from the date hereof to thirty (30) years from the date the Certificate of Occupancy is issued.

Section 2 - Developer's Obligations

- (a) Developer shall construct 55 housing units (31 townhouse units, and 24 garden apartment style units) and approximately 85 on- and below-grade parking spaces.
- (b) Of these 55 housing units, Developer shall provide 5 units for homeowner-ship opportunities to low and moderate income families. The income mix for the affordable units shall be as follows:
 - (1) One unit shall be occupied by a Low-Income Household;
 - (2) Two units shall be occupied by Moderate-Income Households; and
 - (3) Two units shall be occupied by Upper Moderate-Income Households.

Developer's Affordable Housing proposal which identifies maximum yearly income, monthly payments, sales prices, closing costs and mortgage amount is attached hereto as Exhibit B.

- (c) Developer shall sell the units for low and moderate income households based on the following maximum sales price schedule:

Two bedroom - Low-Income \$48,000

Two bedroom - Moderate-Income \$85,000

Two bedroom - Upper Moderate-Income \$101,000

Developer shall include in the deed transferring title to the low and moderate income households a deed restriction approved by the Authority limiting the sale of the condominium units to low and moderate income households according to the income mix set forth in subsection (b) above for a period of thirty (30) years from the date the Certificate of Occupancy is issued. This deed restriction shall be in substantially the form attached hereto as Exhibit C.

- (d) Developer shall apply to the city Public Facilities Department (PFD) for Massachusetts Housing Partnership (MHP) Homeownership Opportunity Program (HOP) assisted mortgages to enable low and moderate income families to purchase their condominiums at below market interest rates.
- (e) Developer will offer the affordable units to low and moderate income families according to the guidelines, rules and regulations set forth by the Massachusetts Housing Partnership (MHP) Homeownership Opportunity

Program (HOP). If a family intends to use HOP financing, the HOP regulations shall prevail over any of the terms and conditions hereof which conflict with the HOP guidelines.

- (f) Developer shall not apply for a certificate of occupancy for the Newfield Woods Project prior to the execution of the Affordable Housing Agreement for the Newfield Woods Project.
- (g) The developer shall have the option of constructing the five two bedroom units for home ownership by low, moderate and upper moderate income households and sold at sale prices as set forth in Section 2C of this Agreement at an offsite location in the City of Boston, consistent with the terms of the Affordable Housing Agreement between the developer and the Boston Redevelopment Authority.

Section 3 - Authority's Obligations

- (a) Authority shall assist the developer in obtaining below market mortgage interest rates for the five units to be sold to low and moderate income households under MHP HOP assisted mortgage program.
- (b) Authority shall maintain an affordable housing sales price index based on the Boston SMSA median family income for all households. The index shall be used to evaluate proposed sales prices for the affordable units offered to low- and moderate-income families.

Section 4 - Timetable

The Developer shall perform its activities in accordance with the following schedule:

<u>Activity</u>	<u>Commencement Date</u>	<u>Completion Date</u>
Construction Phase		
Sale of Affordable Units		

Section 5 - Defaults and Remedies

In the event of a default for Developer's failure to comply with the provisions of this Agreement, the BRA, in addition to reasonable and customary remedies for default, shall have the right to petition any court of competent jurisdiction for specific performance and any other appropriate relief. In addition, in the event of such a default, Developer shall be liable for the reasonable costs of enforcement to the BRA, including legal expenses.

Section 6 - Records and Reports

- (a) Project Records. Developer shall keep and maintain books, records, and other documents regarding compliance with the terms and provisions of this Agreement, and shall make the same available at all reasonable times for inspection, copying, audit and examination by the Authority.

(b) Annual Report. Developer shall deliver an annual report setting forth the Developer's progress in completing the Developer's obligations set forth in this Agreement. Said annual report shall be submitted to the Authority within 60 days of the end of each Calendar Year during the Term of this Agreement.

Section 7 - Access to Newfield Woods Project

Developer agrees that any duly authorized representative of the Authority shall, at all reasonable times, have access to any portion of the Newfield Woods Project until the completion of the construction of the Newfield Woods Project.

Section 8. Assumption of Liability.

(a) Developer shall assume the defense of and hold the City, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any act or omission of the Developer, its agents or employees in any way connected with performance under this Agreement.

(b) Developer shall assume the defense of and hold the BRA, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any act or omission of the Developer, its agents or employees in any way connected with performance under this Agreement.

Section 9. Waiver

No act by or on behalf of the City and the BRA shall be, or be deemed or construed to be, any waiver of any requirement or provision of this Agreement, unless such alleged waiver be in writing, signed by the City and the BRA, and is expressly stated to constitute such waiver. Any express, written waiver by the City and the BRA of any rights, terms or conditions of this Agreement shall not operate to waive any rights, terms or conditions of this Agreement or any other rights, terms, conditions the City and the BRA may have as against the Developer other than such rights, terms and conditions as are explicitly set forth in the express, written waiver.

Section 10. Conflict of Interest

Developer covenants and agrees that it shall, in carrying out its responsibilities under this Agreement, comply strictly with each and every provision of c. 268A of the Massachusetts General Laws (the Conflict of Interest Law) to the full extent of the applicability of said provisions to the Developer.

Section 11 - Assignment

Developer shall not assign or in any way transfer its interest or rights in this Agreement without the prior written consent of the Authority.

Section 12 - Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Developer and the public body or bodies succeeding to the interest of the Authority.

Section 13 - Notices

All notices or other communication required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer of the Developer, or of the Authority, and shall be deemed delivered if mailed, postage prepaid, by registered or certified mail, return receipt requested, to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

Developer: Weatherbee Development Corporation
55 Court Street
Boston, MA 02108

Authority: Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201
Attention: Director

with a copy to: Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201
Attention: Chief General Counsel

Section 14 - Amendment and Approvals

This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the City and the Authority. Approvals provided by the Authority pursuant hereto shall be in writing.

Section 15 - Severability

Each and every covenant and agreement contained in this Agreement is and shall be construed to be a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 16 - Execution in Counterparts

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 17 - Table of Contents, Titles and Headings

The headings of the sections, subsections and paragraphs set forth herein are for convenience of reference only and are not a part of this Agreement and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 18 - Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

Section 19 - Effective Date

This Agreement shall be deemed to become effective as of the date it shall be executed and dated by all parties.

Section 20 - Expiration

This Agreement shall terminate thirty (30) years from the date the Certificate of Occupancy is issued hereof and the provisions contained herein shall be null and void as of the date of termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement in three (3) counterparts to be signed, sealed and delivered by their respective duly authorized representatives, as of the date first written above.

WITNESS:

BOSTON REDEVELOPMENT AUTHORITY

By: _____

Stephen Coyle, Director

WITNESS:

WEATHERBEE DEVELOPMENT
CORPORATION

By: _____

Henry Kara, President

Approved as to form:

Chief General Counsel
Boston Redevelopment Authority

LAW OFFICES OF
HENRY G. KARA, P.C.
FIFTY-FIVE COURT STREET
BOSTON, MASSACHUSETTS 02108

TELEPHONE
(617) 523-2901

September 3, 1987

Mr. David Knowles, Deputy Director
Boston Redevelopment Authority
Neighborhood Planning & Zoning
One City Hall Square
Boston, MA 02201

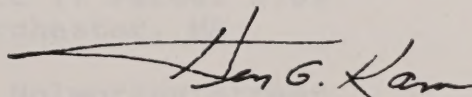
Re: Newfield Woods
Affordable Housing Agreement

Dear Mr. Knowles:

I have reviewed the draft Affordable Housing Agreement as it applies to Newfield Woods. I am pleased to enter said Agreement with respect to providing five two bedroom units to be sold under the City's guidelines. However, I would request that the developer be given the option to build the units offsite.

Accordingly, I have drafted such a provision which I would request be added to the Agreement under section two as item G.

Yours truly,



Henry G. Kara

HGK:mm
Enclosure

LAW OFFICES OF
HENRY G. KARA, P.C.
FIFTY-FIVE COURT STREET
BOSTON, MASSACHUSETTS 02108

BY HAND

TELEPHONE
(617) 523-2901

September 14, 1987

Mr. David Knowles, Deputy Director
Boston Redevelopment Authority
Neighborhood Planning & Zoning
One City Hall Square
Boston, MA 02201

Re: Affordable Housing Agreement
Newfield Street, West Roxbury

Dear Mr. Knowles:

With respect to the Affordable Housing Agreement between the developer, Henry G. Kara and the BRA, please be advised that the developer controls the following sites in Boston which are suitable for affordable housing.

33 Searle Road
Ward 20 Parcel 2604
West Roxbury, MA

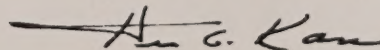
16 Monson Street
Ward 17 Parcel 3789
Dorchester, MA

60 Holworthy Street
Ward 12 Parcel 3313
Roxbury, MA

31 Mildred Street
Ward 18 Parcel 819
Mattapan, MA

If you have any questions regarding the above please do not hesitate to call me.

Yours truly,



Henry G. Kara

9/23/87

TRANSPORTATION ACCESS PLAN AGREEMENT

BETWEEN

THE CITY OF BOSTON TRANSPORTATION DEPARTMENT,

THE BOSTON REDEVELOPMENT AUTHORITY,

AND

HENRY KARA

This Agreement is entered into this _____ day of _____, 1987, by and between the City of Boston Transportation Department (hereinafter referred to as "BTD"), the Boston Redevelopment Authority (hereinafter referred to as "the BRA"), and Henry Kara (hereinafter referred to as "Developer").

WITNESSETH THAT:

WHEREAS, Developer proposes to construct a 55-unit development; and

WHEREAS, a Traffic Impact and Access Plan dated May, 1987 has been submitted on behalf of the Developer which documents traffic and parking impacts of the Newfield Woods Project, which Traffic Impact and Access Plan has been attached hereto as Exhibit A; and

WHEREAS, Developer acknowledges potential traffic and parking impacts from the construction and operation of the Newfield Woods Project and that such impacts can be mitigated through a construction management plan and a permanent access plan; and

WHEREAS, the BTD, the BRA and the Developer desire to mitigate traffic and parking impacts from the construction and operation of the Newfield Woods Project;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged, the parties do hereto mutually agree as follows:

Section 1. Definitions

(a) "Agreement" shall mean this Transportation Access Plan Agreement.

(b) "Newfield Woods Project" shall mean the development of a 55-unit cluster development on five acres located at 97, 99 and 100 Newfield Street in West Roxbury.

(c) "BRA" shall mean the Boston Redevelopment Authority, a body politic and corporate, organized under Massachusetts General Laws, Chapter 121B, with offices at One City Hall Square, Boston, Massachusetts 02201, its successors and assigns.

(d) "BTD" shall mean the Transportation Department of the City of Boston, its successors and assigns.

(e) "Certificate of Occupancy" shall mean a certificate of occupancy issued by the City of Boston Inspectional Services Department for the Newfield Woods Project.

(f) "Developer" shall mean Henry Kara.

(g) "Effective Date" shall mean the date as defined in Section 21 of this Agreement.

(h) "Term of this Agreement" shall mean the period of time from the Effective Date hereof to thirty (30) years from the date of issuance of the initial Certificate of Occupancy.

(i) "Traffic Impact and Access Plan" shall mean the Transportation Impact Study and Access Plan for the Newfield Woods Project dated May, 1987 prepared for Henry Kara by Jane Howard of Urban Transportation Planning, as such Plan may from time to time be amended, a copy of which is attached as Exhibit A and incorporated herein by reference.

Section 2. Demand Reduction Strategies

In large part, the potential negative transportation impacts of this project have already been mitigated in the design. The roadway system has been designed so that the development is self-contained. No development traffic will need to use any local streets such as Newfield or Furbush for site access, and the only access point is on a major arterial. Further, the internal streets and entrance driveway will be maintained as private ways by the condominium association. Sufficient parking has been provided that there will be no spillover on-street parking of visitors or residents on any neighboring streets. Construction traffic and parking management will be closely coordinated with responsible City departments to minimize negative impacts.

One area of major concern to the community has been increasing levels of traffic along the VFW Parkway. However, this development will increase average daily traffic on the Parkway by less than 1%.

Section 3. Truck Deliveries

The typical work day will be 7:00 a.m. to 3:30 p.m., and construction deliveries will be scheduled during these hours so as not to add traffic in the peak hours. The maximum number of trucks which will be travelling to and from the site will occur during the period when concrete is being poured. At this time, a total of 8 concrete truck deliveries would be expected, spread over the course of the work day. Two dump trucks would each make several trips in and out. Typically, a bulldozer, a steamshovel, and two front-end loaders would be present on the site; these vehicles would be stored on-site and would not enter or leave the site during the day. Further, there would be no need to station any of these vehicles on the street at any time during construction, and no need for a street occupancy permit.

The last category of truck traffic would be one or two delivery truck trips to the site per week. Given the work hours, it is highly unlikely that there would ever be more than one or two truck trips in the morning peak hour, and no truck trips in the evening peak hour.

Should it be necessary, however, the developer will hire a traffic officer to supervise movement of construction vehicles in or out of the site access road as requested by the City's Construction Management Team.

Routings of trucks to and from the site will be governed by the fact that the VFW Parkway prohibits truck traffic. For this reason, trucks will come to LaGrange Street, which provides primary access to the site driveway, either from Route 9 to the north or Centre or Washington Streets to the south. These are all arterial streets which can handle the low volume of trucks to be generated by this development with no negative traffic impacts.

Section 4. Construction Management Plan

Construction for the Newfield Woods project is expected to last twelve months, with an average of 10-12 workers on the site at any one time and a maximum of 20 workers at peak times. All matters concerning fencing and security of the work site, control of waste materials, and delineation of storage and staging areas will be governed by the licensing procedures of the Inspectional Services, Public Works and Transportation Departments. Specific issues raised by the BRA which can be addressed at this time are discussed below.

As stated above, the average number of employees on site would be 10-12 workers, who probably would all use automobiles to reach the site, given that there is no transit access. The worker autos would all be accommodated on-site, however, with the exception of the short period required to build the site access road off LaGrange Street. During this brief time, the estimated six worker vehicles would be parked on-street. After the access road is built, employee autos will be accommodated on-site at all times.

Because construction activity can be accommodated on-site, it is not anticipated that construction period will cause any negative impacts that will require mitigation. While employees will necessarily use autos to reach this site which is not served by transit, they can park on-site. Construction equipment will be stored on-site, with the exception of one or two delivery trucks per week, and cement mixer deliveries during the pouring of concrete. Alternative modes for transport of materials are not possible for this site, since it is not served by rail. Vehicular traffic will not occur during peak traffic hours, however, due to the hours of construction - 7:00 a.m. to 3:30 p.m. Traffic officers will be hired to facilitate movement of equipment to

and from the site as necessary during construction. Finally, the developer is ready to work with city officials to be certain all permitting requirements are met as the process continues.

Section 5. Transportation Coordinator

Developer shall designate a transportation coordinator who shall cooperate with BTB in the execution and monitoring of the obligations set forth in this Agreement.

Section 6. Timetable

Section 7. Defaults and Remedies

In the event that the Developer shall fail to comply with or shall breach any provisions of this Agreement, and such failure or breach shall continue for 60 days after written notice thereof from BTB or the BRA, BTB and/or the BRA may institute any such actions and proceedings as BTB and/or the BRA may deem appropriate, including, but not limited to, an action to compel specific performance and/or to collect any and all damages, expenses, losses and costs caused by such failure or breach, including legal expenses.

Section 8. Records and Reports

(a) Developer shall keep and maintain books, records and other documents regarding compliance with this Agreement, and shall make the same available at all reasonable times for inspection, copying, audit and examination by the BTB and the BRA.

(b) Developer shall deliver an annual report detailing the Developer's compliance with this Agreement to BTB and the BRA within 60 days of the end of each Calendar Year during the Term of this Agreement.

Section 9. Access to Project

Developer agrees that any duly authorized representative of the City and/or the BRA shall, at all reasonable times, have access to any portion of the Newfield Woods Project until the completion of the construction of the Newfield Woods Project.

Section 10. Assumption of Liability.

(a) Developer shall assume the defense of and hold BTB, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any act or omission of the Developer, its agents or employees in any way connected with performance under this Agreement.

(b) Developer shall assume the defense of and hold the BRA, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any act or omission of the Developer, its agents or employees in any way connected with performance under this Agreement.

Section 11. Assignment

Developer may assign its interest in this Agreement, but only subject to and by complying with the following conditions:

- (1) At the time of the assignment, Developer shall not then be in default of the terms and conditions of this Agreement imposed upon Developer to such date;

- (2) The assignee shall expressly assume and agree to perform and comply with all the covenants and provisions of this Agreement on the part of the Developer; and
- (3) There shall be promptly delivered to the BRA and the City the original or a duplicate original of the instrument or instruments containing such assignment to and assumption by the assignee.

Section 12. Waiver

No act by or on behalf of BTB and the BRA shall be, or be deemed or construed to be, any waiver of any such requirement or provision, unless the same be in writing, signed by BTB and the BRA, and expressly stated to constitute such waiver. Any express waiver by BTB and the BRA of any rights, terms or conditions of this Agreement shall not operate to waive such rights, terms or conditions or any other rights, terms or conditions, beyond the specific instance of such waiver.

Section 13. Conflict of Interest

Developer covenants and agrees that it shall, in carrying out its responsibilities under this Agreement, comply strictly with each and every provision of c. 268A of the General Laws (the Conflict of Interest Law) to the full extent of the applicability of said provisions to the Developer.

Section 14. Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Developer (including without limitation any condominium association or other association having

powers of control over the Site or any portion thereof under Chapter 183A, Massachusetts General Laws) and the public body or bodies succeeding to the interests of the BRA and BTB.

Section 15. Notices

All notices or other communication required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer of the Developer, or of the BRA and BTB, and shall be deemed delivered if mailed, postage prepaid, by registered or certified mail, return receipt requested, to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other parties:

Developer: Henry Kara
55 Court Street
Boston, Massachusetts 02108

with a copy to: John W. Frency Associates
155 Massachusetts Avenue
Boston, Massachusetts 02115

BTB: City of Boston Transportation Department
One City Hall Square
Boston, Massachusetts 02201
Attention: Commissioner

with a copy to: City of Boston Law Department
One City Hall Square
Boston, Massachusetts 02201
Attention: City Corporation Counsel

The BRA: Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201
Attention: Director

with a copy to: Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201
Attention: Chief General Counsel

Section 16. Amendment

This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by BTB, the BRA and Developer.

Section 17. Severability

Each and every covenant and agreement contained in this Agreement is and shall be construed to be a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 18. Execution in Counterparts

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 19. Table of Contents, Titles and Headings

The headings of the sections, subsections and paragraphs set forth herein are for convenience of reference only and are not a part of this Agreement and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 20. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

Section 21 . Effective Date

This Agreement shall be deemed to become effective as of the date it shall be executed and dated by all parties.

Section 22. Expiration

This Agreement shall terminate thirty (30) years from the issuance of the initial Certificate of Occupancy and the provisions contained herein shall be null and void as of the date of termination.

Section 23. Mitigation Expenses

All mitigation measures undertaken pursuant to this contract shall be at the expense of the Developer and no expense will be incurred by the BRA or BTM with respect to such measures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement in three (3) counterparts to be signed, sealed and delivered by their respective duly authorized representatives, as of the date first written above.

WITNESS:

CITY OF BOSTON TRANSPORTATION
DEPARTMENT

By _____

Richard A. Dimino, Commissioner

BOSTON REDEVELOPMENT AUTHORITY

By _____

Stephen Coyle, Director

DEVELOPER:

By _____

Approved as to form:

Chief General Counsel
Boston Redevelopment Authority

Approved as to form:

Corporation Counsel
City of Boston

MEMORANDUM

SEPTEMBER 23, 1987

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: LINDA BOURQUE, ASSISTANT DIRECTOR, NEIGHBORHOOD
PLANNING AND ZONING
DAVID KNOWLES, DEPUTY DIRECTOR, NEIGHBORHOOD
PLANNING AND ZONING

SUBJECT: REQUEST AUTHORIZATION TO EXECUTE AFFORDABLE
HOUSING AND TRANSPORTATION ACCESS PLAN
AGREEMENTS FOR 97, 99, 100 NEWFIELD STREET,
WEST ROXBURY, Z-9214-9216

Summary: On December 2, 1986, the Board of Appeal granted variances for construction of a 55-unit cluster development subject to design review and approval by the Authority. The developer has volunteered to enter into an Affordable Housing Agreement and a Transportation Access Plan Agreement. The Director needs authority to execute those documents. Copies are attached.

Henry Kara proposes to build a 55-unit cluster townhouse and apartment condominium development on five acres located at 97, 99, and 100 Newfield Street in West Roxbury. The site is zoned S-.3, with an F.A.R. of .3 and would as-of-right allow 44 single-family homes on lots that are substandard due to their subdivision and registration prior to the Code's enactment.

The Board of Appeal on December 2, 1986, granted variances for insufficient lot area, excessive floor area ratio, excessive building height, insufficient rear yard and a forbidden use, multi-family. The ZBA provisos provide for Authority Design review and approval and for attention to and resolution of access concerns for land-locked lots abutting the site.

The developer has volunteered to enter into an affordable housing agreement and a transportation access plan agreement. The affordable housing agreement will provide for five units of affordable housing.

Partial design development approval was granted on June 30, 1987 and final design development approval was granted on September 15, 1987. A settlement was reached with the abutter regarding access concerns for landlocked parcels.

An appropriate vote follows:

VOTED: That the Authority hereby authorizes the Director to enter into a Transportation Access Plan Agreement and an Affordable Housing Agreement with Henry Kara. These Agreements shall be substantially in the form attached hereto except for such changes as may be approved by the Director and Chief General Counsel.



TO: Chairman, Board of Appeal, City of Boston

RE: Petition(s) No(s). Z-9214-9216

In reply to referral of the above appeal(s) and in accordance with
Section(s) 7-2 of the
Zoning Code, the Boston Redevelopment Authority hereby makes the following
report with recommendation as incorporated in the vote taken in the Board
meeting of October 22, 1986 :

VOTED: In reference to petitions Z-9214-9216,
Henry G. Kara, 97-99-100 Newfield Street, West
Roxbury, for three forbidden uses and thirteen
variances to combine lots and erect three
three-story 24-unit apartment structures in a
single-family (S-.3) district, the Boston
Redevelopment Authority recommends denial without
prejudice. Appellant must review plans with the
Authority and meet with the community residents
and abutters to address concerns.

BOSTON REDEVELOPMENT AUTHORITY

By Kare Penonian
Secretary

BOSTON
REDEVELOPMENT
AUTHORITY

Raymond L. Flynn

Mayor

Stephen Coyle

Director

One City Hall Square
Boston, MA 02201
(617) 722-4300

June 30, 1987

Mr. Henry Kara, P.C.
55 Court Street
Boston, MA 02108

Re: Newfield Woods
West Roxbury, MA

Dear Mr. Kara:

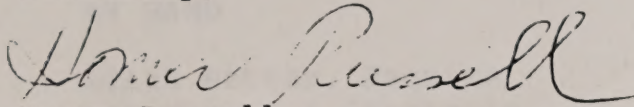
We are pleased to grant design development approval of the Newfield Woods project. Design development approval is based on our review of the plans titled Newfield Woods prepared by J. W. French Associates, Inc. dated June 24, 1987. A list of drawings is enclosed (Attachment A) to reference the record documents in our files.

Design development approval is granted with the understanding that the project will now enter the contract documents approval stage of the BRA zoning review process. Specific issues requiring further attention include:

1. Site improvements relative to drainage and roadway design. The provision of a drainage plans and roadway sections and details are required. Information on the lighting fixtures planned to be used is also needed.
2. Study and refinement of the balcony details for the multi-family condominium building.
3. Study of the gambrel/gable roof forms in the townhouse buildings. A perspective or model may be necessary to explain this concept.

Where as you have received the variances requested from the Zoning Board of Appeals and have been meeting regularly with the community to keep them informed, the design review process should be completed within a very short time.

Sincerely,



Homer Russell
Director of Urban Design

HR:al
Enclosure

cc: Bill Whitney
Linda Bourque
✓ David Knowles
Thomas Maistros
J. W. French

Weatherbee Development Corp.

A Division of Kara Properties, N.A.

55 Court Street
Boston, MA 02108
(617) 523-2901

August 26, 1987

BY HAND

Edith Netter, Esquire
c/o Warner & Stackpole
28 State Street
Boston, MA 02109

Re: Newfield Street
West Roxbury, Massachusetts

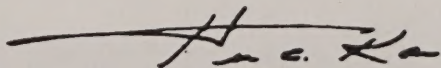
Dear Ms. Netter:

This letter will confirm our conversation and understanding of Tuesday, August 25, 1987 regarding the vacant parcel of land on Newfield Street, West Roxbury, Massachusetts that your client, Joan Cusick owns. A spur-line will be provided off the main water and sewer system so as to allow Joan Cusick to tie into said systems. Further, permission will be granted to Mrs. Cusick to use the entrance road to the proposed condominium site if she so desires.

Finally, an amount of \$5,000 will be contributed to Mrs. Cusick towards the cost of a driveway. Accordingly, I have enclosed a Treasurer's check payable to you as Attorney for Mrs. Cusick, to be held in escrow pending the execution of an agreement referencing the above.

I met with Thomas Maistros today from the B.R.A. who suggested to me that he would prefer not to sign off on the architectural drawings until he had seen an agreement regarding the above. It was our intention to file drawings with the Inspectional Services Department on Thursday, August 27, 1987 in order to expedite the permit process. Needless to say, I was disappointed that the process may now be delayed. Accordingly, I would appreciate it if you would draft the agreement at your early convenience.

Yours truly,



Henry G. Kara

HGK:cdb
Enclosures

cc: Mr. David Knowles
Mr. Thomas Maistros

